

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

LIBERTY SURPLUS INSURANCE
CORPORATION,

Plaintiff,

v.

Case No.: 2:11-cv-00242-WEC

RACINE RAILROAD PRODUCTS,
INC.,

Defendant.

**STIPULATION OF NO INSURANCE COVERAGE AND
DISMISSAL WITH PREJUDICE**

IT IS HEREBY STIPULATED AND AGREED, by and among the above-named parties, by their respective counsel, as follows:

1. Plaintiff Liberty Surplus Insurance Corporation (“Liberty Surplus”) and Defendant Racine Railroad Products, Inc. (“RRP”) stipulate that the asbestos exclusions contained in the insurance policies (the “Policies”) issued by Liberty Surplus to RRP, as described more fully in Liberty Surplus’ Complaint for Declaratory Judgment (the “Complaint”), preclude any defense or indemnification obligation that Liberty Surplus may have to RRP under the Policies with respect to the underlying claims as described more fully in the Complaint; and

2. Based upon the above stipulation, Liberty Surplus and RRP agree to dismiss the above-captioned case with prejudice and without costs to either party, and that an Order dismissing this case may be entered without further notice or hearing.

Dated at Milwaukee, Wisconsin this 1st day of April, 2011.

/s/ Brian C. Tokarz

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Dated at Milwaukee, Wisconsin this 1st day of April, 2011.

s/ Jeffrey A. Schmeckpeper

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